

EXHIBIT D

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 8 TECHNOLOGIES, INC., and HP INC.

9 **UNITED STATES DISTRICT COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

11 THE BOARD OF TRUSTEES OF THE
 12 LELAND STANFORD JUNIOR
 UNIVERSITY,

13 Plaintiff and Counter
 Defendant,

14 v.

15 AGILENT TECHNOLOGIES, INC., a
 16 Delaware corporation; HEWLETT-
 PACKARD COMPANY, a California
 17 corporation; HEWLETT-PACKARD
 COMPANY, a Delaware corporation; and HP
 18 INC., a Delaware corporation,

19 Defendants and
 Counterclaimants,

Case No. 3:18-CV-01199 VC

**DEFENDANT HP INC.'S RESPONSES TO
 PLAINTIFF'S INTERROGATORIES (SET
 ONE)**

21 AGILENT TECHNOLOGIES, INC., a
 22 Delaware corporation; and HP INC., a Delaware
 corporation,

23 Defendants, Counterclaimants
 and Third-Party Plaintiffs,

24 v.

25 NOKIA OF AMERICA CORPORATION, a
 26 Delaware corporation; and DOES 1 through 25
 inclusive,

27 Third-Party Defendant.

28

1 PROPOUNDING PARTY: PLAINTIFF THE BOARD OF TRUSTEES OF THE LELAND
 2 STANFORD JUNIOR UNIVERSITY
 3 RESPONDING PARTY: DEFENDANT HP INC.¹
 4 SET NO.: ONE (1)
 5

6 Defendant HP Inc. (“HP Inc.” or “HP” or “Responding Party”), pursuant to the Federal
 7 Rules of Civil Procedure (“FRCP”) 26 and 33, hereby responds to the Interrogatories
 8 (“Interrogatories” or individually “Interrogatory”) propounded by Plaintiff The Board of Trustees
 9 of the Leland Stanford Junior University (“Stanford” or “Propounding Party”) as follows:

10 **PRELIMINARY STATEMENT AND OBJECTIONS**

11 Nothing in this response should be construed as an admission by Responding Party with
 12 respect to the admissibility or relevance of any fact or document, or of the truth or accuracy of any
 13 characterization or statement of any kind contained in Propounding Party’s First Set of
 14 Interrogatories. Responding Party has not completed its investigation of the facts relating to this
 15 case, its discovery, or its preparation for trial. All responses and objections contained herein are
 16 based only upon information that is presently available to and specifically known by Responding
 17 Party. It is anticipated that further discovery, independent investigation, legal research and
 18 analysis will supply additional facts and add meaning to known facts, as well as establish entirely
 19 new factual conclusions and legal contentions, all of which may lead to substantial additions to,
 20 changes in, and variations from the responses set forth herein. The following objections and
 21 responses are made without prejudice to Responding Party’s right to produce at trial, or otherwise,
 22 evidence regarding any subsequently discovered information. Responding Party accordingly

23
 24 ¹ As Stanford is aware, Hewlett-Packard Company (California) in 1998 merged into Hewlett-
 25 Packard Company (Delaware), and Hewlett-Packard Company (Delaware) in 2015
 26 was renamed HP Inc. Therefore, Hewlett-Packard Company is not an existing corporate entity,
 27 and this response is necessarily made on behalf of HP Inc. Defendants’ prior request that Stanford
 dismiss Hewlett-Packard Company remains outstanding. For the purposes of this Response, “HP”
 or “HP Inc.” shall refer to both HP Inc. and Hewlett-Packard Company.

1 reserves the right to modify and amend any and all responses herein as research is completed and
2 contentions are made.

3 In responding to these Interrogatories, HP Inc. does not concede the relevancy or
4 materiality of the Interrogatories or of the subject matter to which the Interrogatories refer.

5 Plaintiff has also served a separate First Set of Interrogatories on Agilent Technologies,
6 Inc. To the extent the interrogatories herein seek information from Agilent, Agilent's response is
7 provided in its separate Response to Stanford's First Set of Interrogatories.

8 These responses are made solely for and in relation to this action. Each response is given
9 subject to all appropriate objections (including, but not limited to, objections concerning
10 competency, relevancy, materiality, propriety, admissibility, attorney-client privilege and attorney
11 work product), which would require the exclusion of any statement contained herein if the
12 Interrogatories were asked of, or any statement contained herein were made by a witness present
13 and testifying in court. All such objections and grounds are, therefore, reserved and may be
14 interposed at the time of trial.

15 Inadvertent identification or production of privileged writings or information by
16 Responding Party is not a waiver of any applicable privilege. Production of writings or
17 information does not waive any objection, including, but not limited to, relevancy, to the
18 admission of such writings in evidence.

19 HP Inc. objects to these Interrogatories to the extent that they seek information protected or
20 privileged under the law, whether under the attorney-client privilege, the attorney work product
21 doctrine, or other applicable privilege or protection. Such information will not be provided.

22 HP Inc. objects to these Interrogatories to the extent that they seek documents that are not
23 within the possession, custody or control of HP Inc.

24 HP Inc. objects to the instructions and definitions set forth in the Interrogatories to the
25 extent they purport to impose obligations beyond those set forth in the Federal Rules of Civil
26 Procedure and applicable law.

27 HP Inc. expressly incorporates each of the foregoing General Objections into each specific
28 objection and response to the Interrogatories set forth below as if set forth in full therein. HP Inc.

1 reserves all rights to object on any ground to the use of any of these responses provided in any
 2 subsequent proceeding, including the trial of this or any other action. These general objections are
 3 specifically incorporated in each of the responses provided, whether or not separately set forth
 4 herein. Furthermore, when HP Inc. specifically repeats one or more of these general objections in
 5 response to a specific Interrogatory, such a specific response shall not be deemed a waiver of these
 6 general objections.

7 Without waiver of the foregoing, HP Inc. further responds and objects as follows:

8 **OBJECTIONS TO DEFINITIONS**

9 HP Inc. objects to the definition of the terms “YOU” and “YOUR” as vague and
 10 ambiguous and not tailored to the claims and defenses in this case, particularly regarding the terms
 11 “agents,” “representatives,” and the phrase “persons acting on their behalf.” The definition is
 12 overly broad and unduly burdensome to the extent it attempts to extend the scope of these
 13 interrogatories beyond that which is in the possession, custody and control of HP Inc.

14 **RESPONSES TO INTERROGATORIES**

15 **INTERROGATORY NO. 1:**

16 IDENTIFY all COMMUNICATIONS between STANFORD and HP RELATING TO the
 17 document at bates range STAN0017817-20, entitled “Assignment and Assumption of Lease.”

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of information
 20 protected by the attorney-client privilege and the work product privilege, or other applicable
 21 privilege or protection (hereinafter “**Privileged Information**”). HP Inc. further objects to this
 22 Interrogatory as vague and ambiguous and overbroad as no time frame has been specified.

23 This Interrogatory is unduly burdensome to the extent that Plaintiff seeks information not
 24 within the possession, custody or control of HP Inc., or seeks to compel HP Inc. to create new
 25 information or documents; compliance with this Interrogatory would be unreasonably difficult and
 26 expensive (hereinafter “**Non-HP Inc. Information**”).

27 HP Inc. further objects to this Interrogatory as unnecessarily burdensome, overbroad,
 28 oppressive, or harassing insofar as it seeks information equally available to Plaintiff from publicly

1 available sources, (hereinafter “**Public Information**”).

2 HP Inc. further objects to this Interrogatory to the extent it improperly seeks premature
3 disclosure of expert witness information and documents (hereinafter “**Expert Information**”).

4 HP Inc. further objects to this Interrogatory as the information in response to this
5 Interrogatory has already been provided to Plaintiff as part of HP Inc.’s Initial Disclosures, was
6 already in Plaintiff’s possession and known to Plaintiff, was provided by Plaintiff to HP Inc.,
7 and/or is otherwise information that would be or should be known to Plaintiff pursuant to its status
8 as Property owner and lessor for the entirety of the period at issue.

9 HP Inc. further objects to this Interrogatory as unnecessarily burdensome, overbroad,
10 oppressive, or harassing insofar as it seeks information available to the Defendant from HP Inc.’s
11 Initial Disclosures.

12 Subject to and without waiver of the foregoing, HP Inc. responds that discovery continues
13 regarding this document. The recorded December 15, 2005 Assignment and Assumption of Lease
14 from Agilent to Stanford references the November 1, 1999 Assignment of Lease (AGIL0022740-
15 0022741) as the operative document assigning HP’s lease interest to Agilent. (STAN0019021-
16 26).

17 As noted, HP Inc.’s investigation continues, and this response is based on information
18 currently available to Defendants.

19 **INTERROGATORY NO. 2:**

20 DESCRIBE HP’s operations on the PROPERTY throughout the period of its tenancy.

21 **RESPONSE TO INTERROGATORY NO. 2:**

22 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
23 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

24 HP Inc. further objects to this Interrogatory as the information in response to this
25 Interrogatory has already been provided to Plaintiff as part of HP Inc.’s Initial Disclosures, was
26 already in Plaintiff’s possession and known to Plaintiff, was provided by Plaintiff to HP Inc.,
27 and/or is otherwise information that would be or should be known to Plaintiff pursuant to its status
28 as Property owner and lessor for the entirety of the period at issue.

1 Subject to and without waiver of the foregoing, HP Inc. responds that beginning in 1970 at
 2 the Property, HP's Scientific Instruments Division manufactured, developed, assembled and
 3 calibrated electronic analytical instruments.

4 **INTERROGATORY NO. 3:**

5 DESCRIBE HP's closure of the sump at the PROPERTY that HP refers to as a "plating
 6 sump," including but not limited to the removal or decision to leave in place any materials or
 7 equipment RELATING TO the sump.

8 **RESPONSE TO INTERROGATORY NO. 3:**

9 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
 10 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

11 HP Inc. further objects to this Interrogatory as vague and confusing in that the
 12 Interrogatory asks Defendant about the closure of the sump, and appears to conflate the sump's
 13 closure with the sump's removal. HP Inc. also objects to this Interrogatory to the extent the term
 14 "closure" is meant to imply that HP Inc. operated or used the sump prior to its removal, and
 15 further objects to the predicate of this Interrogatory.

16 HP Inc. further objects to this Interrogatory as the information in response to this
 17 Interrogatory has already been provided to Plaintiff as part of HP Inc.'s Initial Disclosures, was
 18 already in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP Inc.,
 19 and/or is otherwise information that would be or should be known to Plaintiff pursuant to its status
 20 as Property owner and lessor for the entirety of the period at issue.

21 Subject to and without waiver of the foregoing, HP Inc. responds that it commenced
 22 closure actions in 1990 with regard to the Granger Associates plating sump. A no further action
 23 letter from the Regional Board was issued in 1998 (see AGIL0008967-9037 and AGIL0000139-
 24 140). All known documentation regarding this sump has already been provided to Plaintiff as part
 25 of HP Inc.'s Initial Disclosures or was already in Plaintiff's possession.

26 **INTERROGATORY NO. 4:**

27 IDENTIFY and describe all of HP's uses of PCBs on the PROPERTY, including but not
 28 limited to amounts used, locations of uses, and operations for which PCBs were used.

1 **RESPONSE TO INTERROGATORY NO. 4:**

2 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**

3 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

4 HP Inc. further objects to the term “uses of PCBs on the Property” as vague and confusing
 5 to the extent the Interrogatory implies that any PCB at the Property (other than what was already
 6 present at the time HP assumed occupancy) was used in operations conducted by HP Inc. HP Inc.
 7 further objects to the term “operations” as vague and ambiguous. HP Inc. further objects to this
 8 Interrogatory as the information in response to this Interrogatory has already been provided to
 9 Plaintiff as part of HP Inc.’s Initial Disclosures, was already in Plaintiff’s possession and known to
 10 Plaintiff, was provided by Plaintiff to HP, and/or is otherwise information that would be or should
 11 be known to Plaintiff pursuant to its status as Property owner and lessor for the entirety of the
 12 period at issue.

13 Subject to and without waiver of the foregoing, HP Inc. responds that there is no evidence
 14 that HP ever used PCBs for its operations on the Property. Light ballasts installed on the Property
 15 contained de minimis amounts of PCBs, as documented in manifests already provided to Plaintiff.

16 **INTERROGATORY NO. 5:**

17 DESCRIBE the activities undertaken by HP RELATING TO the 1987 grading and
 18 construction project at the PROPERTY, including but not limited to stockpiling soil, moving soil,
 19 offsite disposal, and COMMUNICATIONS with GOVERNMENT AGENCIES.

20 **RESPONSE TO INTERROGATORY NO. 5:**

21 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
 22 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

23 HP Inc. further objects to the term “activities undertaken” as vague and ambiguous and
 24 also objects to the terms “stockpiling of soil, moving soil, offsite disposal” as vague and
 25 contradictory in that the stockpiling of soil and the offsite disposal of soil involves the “moving”
 26 of soil and thus it is unclear how to differentiate the meaning of these three terms.

27 HP Inc. further objects to this Interrogatory as the information in response to this
 28 Interrogatory has already been provided to Plaintiff as part of HP’s Initial Disclosures, was already

1 in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
 2 otherwise information that would be or should be known to Plaintiff pursuant to its status as
 3 Property owner and lessor for the entirety of the period at issue.

4 Subject to and without waiver of the foregoing, discovery is ongoing. Plaintiff had
 5 oversight and approval responsibility for construction activity undertaken at the Property. In
 6 addition to documents that were already in Plaintiff's possession, all information and documents
 7 in Defendant's control pertaining to improvements undertaken on the Property in 1987 have been
 8 provided to Plaintiff as part of HP's Initial Disclosures.

9 **INTERROGATORY NO. 6:**

10 IDENTIFY and describe all actions taken by HP RELATING TO waste PCBs it created at
 11 the PROPERTY, including but not limited to any disposal of such waste PCBs.

12 **RESPONSE TO INTERROGATORY NO. 6:**

13 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
 14 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

15 HP Inc. further objects to the term "waste PCBs it created at the PROPERTY" as vague
 16 and ambiguous. To the extent the use of this term calls for a legal conclusion, HP Inc. objects in
 17 that no legal citation is provided. HP Inc. also objects to the use of the term "disposal" to the
 18 extent the use of this term calls for a legal conclusion.

19 HP Inc. further objects to this interrogatory as the information in response to this
 20 interrogatory has already been provided to Plaintiff as part of HP's initial disclosures, was already
 21 in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
 22 otherwise information that would be or should be known to Plaintiff pursuant to its status as
 23 Property owner and lessor for the entirety of the period at issue

24 Subject to and without waiver of the foregoing, discovery is ongoing, HP is not aware of
 25 "waste PCBs it created at the Property." Information regarding de minimis amounts of PCBs
 26 contained in light ballasts is provided in Response to Interrogatory No. 4.

27 **INTERROGATORY NO. 7:**

28 IDENTIFY and describe all of HP's uses of TCE on the PROPERTY, including but not

1 limited to amounts used, locations of uses, and operations for which TCE was used.

2 **RESPONSE TO INTERROGATORY NO. 7:**

3 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
 4 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

5 HP Inc. further objects to the term “operations for which TCE was used” as vague and
 6 ambiguous in that the term “operations” is undefined.

7 HP Inc. further objects to this Interrogatory as the information in response to this
 8 Interrogatory has already been provided to Plaintiff as part of HP’s Initial Disclosures, was already
 9 in Plaintiff’s possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
 10 otherwise information that would be or should be known to Plaintiff pursuant to its status as
 11 Property owner and lessor for the entirety of the period at issue.

12 Subject to and without waiver of the foregoing, although discovery is ongoing, all
 13 information known to HP regarding uses of TCE by HP during its tenancy has been provided to
 14 Plaintiff. HP is aware of no evidence that TCE was used by HP at the Property after 1977.

15 **INTERROGATORY NO. 8:**

16 IDENTIFY and describe all actions taken by HP RELATING TO waste TCE it created at
 17 the PROPERTY, including but not limited to any disposal of such waste TCE.

18 **RESPONSE TO INTERROGATORY NO. 8:**

19 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
 20 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

21 HP Inc. further objects to the term “waste TCE it created at the PROPERTY” as vague and
 22 ambiguous. To the extent the use of this term calls for a legal conclusion, HP Inc. objects in that
 23 no legal citation is provided. HP Inc. also objects to the use of the term “disposal” to the extent
 24 the use of the term calls for a legal conclusion.

25 HP Inc. further objects to this Interrogatory as the information in response to this
 26 Interrogatory has already been provided to Plaintiff as part of HP’s Initial Disclosures, was already
 27 in Plaintiff’s possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
 28 otherwise information that would be or should be known to Plaintiff pursuant to its status as

1 Property owner and lessor for the entirety of the period at issue.

2 Subject to and without waiver of the foregoing, although discovery is ongoing, all
3 information known to HP regarding TCE waste during its tenancy has been provided to Plaintiff.

4 **INTERROGATORY NO. 9:**

5 IDENTIFY all fixtures, equipment, materials, machinery, storage, and sumps at the
6 PROPERTY that HP owned during its tenancy.

7 **RESPONSE TO INTERROGATORY NO. 9:**

8 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
9 **Information, Non-HP Inc. Information, Public Information, or Expert Information.** HP Inc.
10 further objects to this Interrogatory as the information in response to this Interrogatory has already
11 been provided to Plaintiff as part of HP's Initial Disclosures, was already in Plaintiff's possession
12 and known to Plaintiff, was provided by Plaintiff to HP, and/or is otherwise information that
13 would be or should be known to Plaintiff pursuant to its status as Property owner and lessor for the
14 entirety of the period at issue.

15 Subject to and without waiver of the foregoing, discovery is ongoing. HP Inc. has no
16 further information in response to Interrogatory No. 9 other than what is contained in documents
17 that were already in Plaintiff's possession or were provided to Plaintiff as part of Responding
18 Party's Initial Disclosures.

19 **INTERROGATORY NO. 10:**

20 IDENTIFY all information RELATING TO GRANGER'S alleged use of TCE at the
21 PROPERTY.

22 **RESPONSE TO INTERROGATORY NO. 10:**

23 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
24 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

25 HP Inc. further objects to this Interrogatory as the information in response to this
26 Interrogatory has already been provided to Plaintiff as part of HP's Initial Disclosures, was already
27 in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
28 otherwise information that would be or should be known to Plaintiff pursuant to its status as

1 Property owner and lessor for the entirety of the period at issue.

2 Subject to and without waiver of the foregoing, discovery is ongoing. HP Inc. has no
3 further information in response to Interrogatory No. 10 other than what was contained in
4 documents which were already in Stanford's possession or were provided to Plaintiff by the
5 Responding Party.

6 **INTERROGATORY NO. 11:**

7 IDENTIFY all information RELATING TO GRANGER'S alleged release of TCE at the
8 PROPERTY.

9 **RESPONSE TO INTERROGATORY NO. 11:**

10 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
11 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

12 HP Inc. further objects to this Interrogatory as the information in response to this
13 Interrogatory has already been provided to Plaintiff as part of HP's Initial Disclosures, was already
14 in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
15 otherwise information that would be or should be known to Plaintiff pursuant to its status as
16 Property owner and lessor for the entirety of the period at issue.

17 Subject to and without waiver of the foregoing, discovery is ongoing. Other than
18 information contained in documents which were already in Stanford's possession, or provided to
19 Plaintiff by Responding Party, Plaintiff, HP Inc. has no further information at this time in response
20 to Interrogatory No. 11.

21 **INTERROGATORY NO. 12:**

22 IDENTIFY all information RELATING TO GRANGER'S alleged use of PCBs at the
23 PROPERTY.

24 **RESPONSE TO INTERROGATORY NO. 12:**

25 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
26 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

27 HP Inc. further objects to this Interrogatory as the information in response to this
28 Interrogatory has already been provided to Plaintiff as part of HP's Initial Disclosures, was already

1 in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
 2 otherwise information that would be or should be known to Plaintiff pursuant to its status as
 3 Property owner and lessor for the entirety of the period at issue.

4 Subject to and without waiver of the foregoing, HP Inc. responds that discovery is
 5 ongoing. Information from documents currently available to both Parties show that Granger's
 6 business was the design and manufacturing of a wide range of radio and microwave
 7 communication equipment and transformers, including radio frequency transformers with
 8 unprecedeted range and power capacity. Oils were used in these transformers to provide
 9 necessary cooling, and at the time of Granger's occupancy, PCB Aroclors 1260 or 1254 were used
 10 in transformer oils.²

11 In addition, development and construction plans developed by Granger for the Property,
 12 which were produced as part of the Initial Disclosure in this litigation, contain multiple references
 13 to Oil-Screened Roads. Moreover, it is HP's understanding from information provided regarding
 14 activities conducted by Granger at the Property that all improvements undertaken by Granger at
 15 the Property required notice to or approval by Stanford in accordance with the terms of the lease
 16 and the pattern and practice of Stanford as lessor, or were otherwise done at the direction of
 17 Stanford. Additional information in response to this Interrogatory is in documents previously
 18 provided to Stanford by Defendants or in documents already in Stanford's possession.

19 **INTERROGATORY NO. 13:**

20 IDENTIFY all information RELATING TO GRANGER'S alleged release of TCE at the
 21 PROPERTY.

22 **RESPONSE TO INTERROGATORY NO. 13:**

23 See Response to Interrogatory No. 11.

24

25 ² See, e.g. Johnson, G.W., et al., *Polychlorinated Biphenyls*, Chapter 10 in Morrison and Murphy
 26 eds. Environmental Forensics, Contaminant Specific Guide, Elsevier, Inc. (2006), U.S. Patent No.
 27 3,454916 (issued July 8 1969) ("Transformer Core Construction," William George Hoover,
 assignor to Granger Associates); Granger Associates---Broadband HF Balun Transformer Model
 555-8 (Nov 1966) ("Thermal Specifications—Collant, Model 520G, "Approx. 20 gal. transformer
 oil," Model 557, "Approx. 60 gal. transformer oil").

1 **INTERROGATORY NO. 14:**

2 IDENTIFY all information RELATING TO STANFORD'S alleged contribution to
3 contamination at the PROPERTY.

4 **RESPONSE TO INTERROGATORY NO. 14:**

5 HP Inc. objects to this Interrogatory to the extent that it seeks disclosure of **Privileged**
6 **Information, Non-HP Inc. Information, Public Information, or Expert Information.**

7 HP Inc. further objects to this Interrogatory as the information in response to this
8 Interrogatory has already been provided to Plaintiff as part of HP's Initial Disclosures, was already
9 in Plaintiff's possession and known to Plaintiff, was provided by Plaintiff to HP, and/or is
10 otherwise information that would be or should be known to Plaintiff pursuant to its status as
11 Property owner and lessor for the entirety of the period at issue.

12 Subject to and without waiver of the foregoing, HP Inc. responds that discovery is
13 ongoing. Information responsive to this Interrogatory is available in documents already in
14 Stanford's possession as the Property's owner and lessor, or were provided to Plaintiff as part of
15 Responding Party's Initial Disclosures. Moreover, it is HP's understanding from information
16 provided that Stanford, pursuant to a pattern and practice exhibited by Stanford, maintained and
17 exhibited oversight, approval, and/or direction of material activities, additions, and improvements
18 conducted by tenants occupying the Property.

19
20 DATED: December 21, 2018

MEYERS, NAVE, RIBACK, SILVER & WILSON

21
22 By:

23 
24 Steven D. Farkas
25 Attorneys for Defendants, Counterclaimants,
26 and Third-Party Plaintiffs AGILENT
27 TECHNOLOGIES, INC., and HP INC.
28

3089218.1

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 At the time of service, I was over 18 years of age and **not a party to this action**. I am
4 employed in the County of Los Angeles, State of California. My business address is 707 Wilshire
Blvd., 24th Floor, Los Angeles, CA 90017.

5 On December 21, 2018, I served true copies of the following document(s) described as
6 **DEFENDANT HP INC.'S RESPONSES TO PLAINTIFF'S INTERROGATORIES (SET
ONE)** on the interested parties in this action as follows:

7 **SEE ATTACHED SERVICE LIST**

8 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the
9 persons at the addresses listed in the Service List and placed the envelope for collection and
mailing, following our ordinary business practices. I am readily familiar with Meyers, Nave,
10 Riback, Silver & Wilson's practice for collecting and processing correspondence for mailing. On
the same day that the correspondence is placed for collection and mailing, it is deposited in the
11 ordinary course of business with the United States Postal Service, in a sealed envelope with
postage fully prepaid.

12 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
13 document(s) to be sent from e-mail address pmcnulty@meyersnave.com to the persons at the e-
mail addresses listed in the Service List. I did not receive, within a reasonable time after the
14 transmission, any electronic message or other indication that the transmission was unsuccessful.

15 I declare under penalty of perjury under the laws of the United States of America that the
foregoing is true and correct and that I am employed in the office of a member of the bar of this
16 Court at whose direction the service was made.

17 Executed on December 21, 2018, at Los Angeles, California.

18 

19 Patricia Anne McNulty

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SERVICE LIST

**The Board of Trustees of the Leland Stanford Junior University
v Agilent Technologies, Inc. et al.
3:18-cv-01199**

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